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S/N 09/559,594

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Zellner et al. Examiner: Man Phan
Serial No.: 09/559,594 Group Art Unit: 2665
Filed: April 28, 2000 Docket No.: 60027.0365USI2/BS99185
Title: System and Method for Dynamic Allocation of Capacity on Wireless Networks

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CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

MAR 31 2004

Technology Center 2600

BellSouth Intellectual Property Corporation, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 824 Market Street, Suite 910, Wilmington, Delaware 19801, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

- A. ☒ An assignment from the inventor(s), of the patent application identified above.
The assignment was recorded in the Patent and Trademark Office on August 25, 2000, at Reel 011073, Frame(s) 0987, or for which a copy is attached.
- B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:
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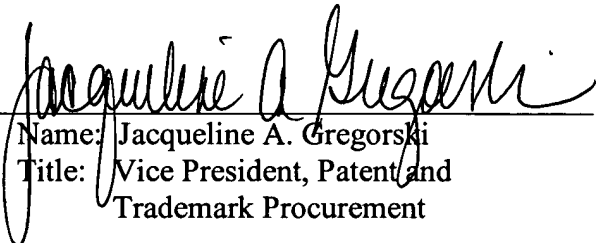
- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

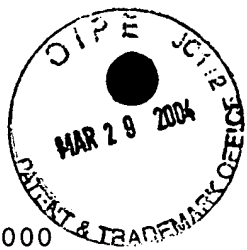
Date: 3-10-2004

By: _____


Name: Jacqueline A. Gregorski
Title: Vice President, Patent and
Trademark Procurement

39262

PATENT TRADEMARK OFFICE



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RECORDATION DATE: 08/25/2000

REEL/FRAME: 011073/0987
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ZELLNER, SAMUEL N.

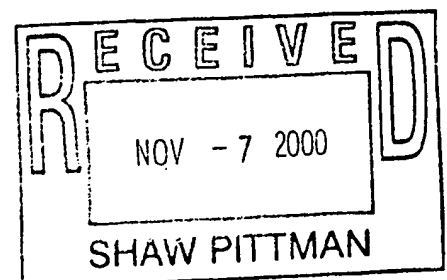
DOC DATE: 08/11/2000

ASSIGNOR:

ENZMANN, MARK J.

DOC DATE: 08/11/2000

ASSIGNEE:

BELLSOUTH INTELLECTUAL PROPERTY
CORPORATION
824 MARKET STREET
SUITE 510
WILMINGTON, DELAWARE 19801SERIAL NUMBER: 09559594
PATENT NUMBER:FILING DATE: 04/28/2000
ISSUE DATE:

011073/0987 PAGE 2

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-20-2000

cket No.: BS99-185

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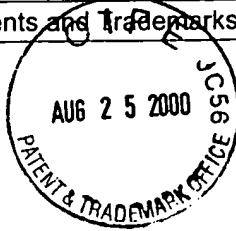
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Samuel N. Zellner
Mark J. Enzmann



Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: August 11, 2000

2. Name and address of receiving party(ies):

Name: BellSouth Intellectual Property Corporation

Internal Address: _____

RECEIVEDMAR 31 2004Technology Center 2600Street Address: 824 Market StreetSuite 510City: Wilmington State: DE ZIP: 19801Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/559,594

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. OblonInternal Address: Shaw Pittman

3/19/2000 6TON11 00000126 09559594

1 FC:581

40.00 DPStreet Address: 2300 N Street, NWCity: Washington State: DC ZIP: 20037

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1390

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael A. Oblon, Reg. No. 42,956

Name of Person Signing

Michael A. Oblon

Signature

Aug 24, 2000

Date

5

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT

WHEREAS, Samuel N. Zellner, residing at 2350 Fenhurst Place, Dunwoody, Georgia 30338 and Mark J. Enzmann, residing at 205 Sailwind Court, Roswell, Georgia 30076 (hereinafter "Assignors") have invented certain new and useful improvements in SYSTEM AND METHOD FOR DYNAMIC ALLOCATION OF CAPACITY ON WIRELESS NETWORKS for a full description of which reference is here made to an application for Letters Patent of the United States of America filed in the U.S. Patent and Trademark Office on April 28, 2000 and assigned serial no. 09/559,594; and

WHEREAS, BellSouth Intellectual Property Corporation, a corporation of the State of Delaware, having its principal office and place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention

Rights”), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, re-examination, re-issue, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request the Commissioner of Patents of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

SIGNATURE: Samuel N. Zellner

NAME: Samuel N. Zellner

DATE: 8/11/00

STATE OF Georgia
COUNTY OF Fulton

I, Prissy Hollis, a Notary Public in and for the County and State aforesaid, do hereby certify that Samuel N. Zellner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 11th day of August, 2000.

(SEAL)

Prissy Hollis
Notary Public

PRISSY HOLLIS
Notary Public, Gwinnett County, Georgia.
My Commission Expires May 9, 2000.

SIGNATURE: [Signature]
NAME: Mark J. Enzmann
DATE: 8-9-00

STATE OF Georgia
COUNTY OF Dekalb

I, Margaret King, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark J. Enzmann, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 8 day of August, 2000.

(SEAL)

Margaret M. King
Notary Public

